

EXHIBIT B

Fill in this information to identify the case (Select only one Debtor per claim form):				
<input type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> MyGofer LLC (18-23573)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input checked="" type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	<input type="checkbox"/> SHC Licensed Business LLC (18-23616)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)	<input type="checkbox"/> SHC Promotions LLC (18-23630)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)	<input type="checkbox"/> SRe Holding Corporation (19-22301)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> SOE, Inc. (18-23578)	
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KBL Holding Inc. (18-23567)	<input type="checkbox"/> StarWest, LLC (18-23579)	
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> STI Merchandising, Inc. (18-23580)	
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581)	
<input type="checkbox"/> A&E Signature Service, LLC (18-23546)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)	
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Brands, L.L.C. (18-23583)	
<input type="checkbox"/> Innovel Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)	

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Dorel Industries, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>See addendum with attached assignment Exhibit B</u>	
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. From whom? <u>See addendum with attached assignment Exhibit B</u>	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Schiff Hardin LLP 666 Fifth Avenue Suite 1700 New York, NY 10103 Attn.: Kayvan B. Sadeghi Contact phone <u>2127535000</u> Contact email <u>ksadeghi@schiffhardin.com</u>	Where should payments to the creditor be sent? (if different) Dorel Industries, Inc. 1255 Greene Avenue Westmount, Quebec H3Z 2A4 Canada Attn.: Frank Rana Contact phone <u>1514-934-3034 Ext. 160363</u> Contact email <u>frank.rana@dorel.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ not less than 220886.11 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Goods Sold

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____%

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Check one:</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</p>	<p>Amount entitled to priority</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.</p>		
<p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p>	<p>\$ 4,263.98</p>

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Kayvan B. Sadeghi
Kayvan B. Sadeghi (Apr 10, 2019)

Email: ksadeghi@schiffhardin.com

Signature
Print the name of the person who is completing and signing this claim:
Name of the person who is completing and signing this claim:

Name Kayvan B Sadeghi
First name Middle name Last name

Title _____

Company SCHIFF HARDIN LLP,
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 666 Fifth Avenue, 17th Floor
Number Street
New York NY 10103
City State ZIP Code
Contact phone 2127535000 Email ksadeghi@schiffhardin.com

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.
(attach below)

☐ I do not have supporting documentation.



Attachment

PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Modified Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <http://restructuring.primeclerk.com/sears>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy.
11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

Sears Holdings Corporation Claims Processing Center
c/o Prime Clerk LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form
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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Pg. 8 of 49

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<input type="checkbox"/> Innovel Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)	

Proof of Claim

04/16

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Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Dorel Industries, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>See addendum with attached assignment Exhibit B</u>	
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. From whom? <u>See addendum with attached assignment Exhibit B</u>	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Schiff Hardin LLP 666 Fifth Avenue Suite 1700 New York, NY 10103 Attn: Kayvan B. Sadeghi Contact phone <u>212-753-5000</u> Contact email <u>ksadeghi@schiffhardin.com</u>	Where should payments to the creditor be sent? (if different) Dorel Industries, Inc. 1255 Greene Avenue Westmount, Quebec H3Z 2A4 Canada Attn: Frank Rana Contact phone <u>+1 514-934-3034 Ext. 160363</u> Contact email <u>frank.rana@dorel.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

Undetermined but

7. How much is the claim? \$ not less than 220,866.11 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Goods Sold

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No
☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☐ No
☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ 4,263.98

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/09/2019 (mm/dd/yyyy)

/s/ Kayvan B. Sadeghi

Signature

Print the name of the person who is completing and signing this claim:

Name of the person who is completing and signing this claim:

Name	<u>Kayvan</u>	<u>B.</u>	<u>Sadeghi</u>
	First name	Middle name	Last name
Title	<u>Partner</u>		
Company	<u>Schiff Hardin LLP</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>666 Fifth Avenue Suite #1700</u>		
	Number	Street	
	<u>New York</u>	<u>NY</u>	<u>10103</u>
	City	State	ZIP Code
Contact phone	<u>212-753-5000</u>	Email	<u>ksadeghi@schiffhardin.com</u>

SCHIFF HARDIN LLP

Kayvan B. Sadeghi
Katherine R. Peluso
666 Fifth Avenue, Suite 1700
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Telephone: (212) 753-5000
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Email: ksadeghi@schiffhardin.com
kpeluso@schiffhardin.com

Attorneys for Dorel Industries Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re

SEARS HOLDINGS CORPORATION, *et al.*,

Debtors.

Chapter 11

Case No. 18-23538 (RDD)

Jointly Administered

ADDENDUM TO PROOF OF CLAIM

1. This proof of claim is submitted on behalf of claimant, **DOREL INDUSTRIES INC.** ("**Claimant**") against **KMART HOLDINGS CORPORATION** ("**KMART**").

2. Claimant holds and hereby asserts a claim in an undetermined amount but in no event less than **\$220,866.11**, of which **\$4,263.98** qualifies as an administrative claim for goods delivered to KMart within twenty (20) days of the petition date, plus interest, fees, costs and other amounts due thereon, as well as all other amounts due pursuant to the vendor agreements or applicable law.

3. The basis for this claim is goods sold to KMart by Dorel Industries and/or its affiliates (collectively “**Dorel**”). A spreadsheet of all outstanding unpaid invoices for sales to KMart is attached hereto as **Exhibit A**.

4. For ease of administration, the claims of each affiliate of Dorel Industries have been assigned to Dorel Industries pursuant to the assignment of claims agreement attached hereto as **Exhibit B**.

5. Dorel sold those goods to KMart pursuant to vendor agreements and vendor guides, which are too voluminous to attach here but can be made available upon request.

6. From and since the commencement of this bankruptcy case, the KMart has remained in possession of the above-referenced merchandise without effecting proper payment and therefore has benefitted from its possession.

7. Claimant hereby reserves and retains the right to supplement, amend, and/or modify this Proof of Claim in accordance with 11 U.S.C. § 502, **Fed. R. Bankr. P. 3001**, and applicable law.

8. Claimant further reserves and retains the right to pursue any and all rights available at law or at equity, including its right to seek recovery of any claims as an administrative expense (including an administrative claim for the KMart’s failure to perform in accordance with the vendor agreements post-petition, or under applicable law), to assert setoff and/or recoupment rights and/or to assert that any amounts due to Claimant constitute trust fund claims, or should be held in trust for Claimant or are otherwise not property of the KMart’s estate.

EXHIBIT A

Pacific Cycle, Inc.			
Debtor Entity	Unpaid Invoice Amount	Invoice Number	Invoice Date
Kmart Holdings Corp	\$1,875.00	0097295254	05/21/2018
Kmart Holdings Corp	\$140.00	0097440741	07/31/2018
Kmart Holdings Corp	\$180.00	0097444256	08/01/2018
Kmart Holdings Corp	\$4,258.02	0097454794	08/08/2018
Kmart Holdings Corp	\$7,003.27	0097491117	08/29/2018
Kmart Holdings Corp	\$7,542.25	0097491119	08/29/2018
Kmart Holdings Corp	\$612.75	0097491120	08/29/2018
Kmart Holdings Corp	\$3,507.55	0097491129	08/29/2018
Kmart Holdings Corp	\$1,488.75	0097491128	08/29/2018
Kmart Holdings Corp	\$1,959.65	0097512927	09/12/2018
Kmart Holdings Corp	\$5,830.53	0097512926	09/12/2018
Kmart Holdings Corp	\$8,860.15	0097512925	09/12/2018
Kmart Holdings Corp	\$12,888.25	0097512924	09/12/2018
Kmart Holdings Corp	\$5,680.91	0097512977	09/12/2018
Kmart Holdings Corp	\$1,140.48	0097512976	09/12/2018
Kmart Holdings Corp	\$1,790.02	0097512980	09/12/2018
Kmart Holdings Corp	\$5,187.40	0097512979	09/12/2018
Kmart Holdings Corp	\$2,018.18	0097512978	09/12/2018
Kmart Holdings Corp	\$403.15	0097519925	09/17/2018
Kmart Holdings Corp	\$80.00	0097519055	09/17/2018
Kmart Holdings Corp	\$83.00	0097521988	09/18/2018
Kmart Holdings Corp	\$70.50	0097521989	09/18/2018
Kmart Holdings Corp	\$70.50	0097521827	09/18/2018
Kmart Holdings Corp	\$84.50	0097521828	09/18/2018
Kmart Holdings Corp	\$66.75	0097521974	09/18/2018
Kmart Holdings Corp	\$90.75	0097521960	09/18/2018
Kmart Holdings Corp	\$70.50	0097521826	09/18/2018
Kmart Holdings Corp	\$90.75	0097521825	09/18/2018
Kmart Holdings Corp	\$70.50	0097521824	09/18/2018
Kmart Holdings Corp	\$80.00	0097521829	09/18/2018
Kmart Holdings Corp	\$7,299.23	0097524850	09/19/2018
Kmart Holdings Corp	\$130.00	0097525983	09/20/2018
Kmart Holdings Corp	\$166.00	0097525984	09/20/2018
Kmart Holdings Corp	\$72.50	0097526010	09/20/2018
Kmart Holdings Corp	\$77.50	0097526954	09/20/2018
Kmart Holdings Corp	\$80.00	0097526953	09/20/2018
Kmart Holdings Corp	\$61.00	0097527999	09/21/2018
Kmart Holdings Corp	\$90.75	0097528000	09/21/2018
Kmart Holdings Corp	\$90.00	0097530825	09/24/2018
Kmart Holdings Corp	\$83.00	0097530826	09/24/2018
Kmart Holdings Corp	\$90.75	0097530827	09/24/2018
Kmart Holdings Corp	\$66.75	0097530828	09/24/2018
Kmart Holdings Corp	\$49.50	0097530444	09/24/2018
Kmart Holdings Corp	\$83.00	0097533094	09/25/2018

Kmart Holdings Corp	\$72.50	0097535048	09/26/2018
Kmart Holdings Corp	\$83.00	0097535046	09/26/2018
Kmart Holdings Corp	\$77.00	0097537115	09/27/2018
Kmart Holdings Corp	\$66.75	0097537114	09/27/2018
Kmart Holdings Corp	\$66.75	0097539482	09/28/2018
Kmart Holdings Corp	\$77.00	0097544919	10/01/2018
Kmart Holdings Corp	\$72.50	0097544930	10/01/2018
Kmart Holdings Corp	\$83.00	0097544911	10/01/2018
Kmart Holdings Corp	\$66.75	0097544926	10/01/2018
Kmart Holdings Corp	\$140.00	0097544923	10/01/2018
Kmart Holdings Corp	\$80.00	0097544914	10/01/2018
Kmart Holdings Corp	\$66.75	0097544933	10/01/2018
Kmart Holdings Corp	\$66.75	0097544934	10/01/2018
Kmart Holdings Corp	\$84.50	0097545417	10/01/2018
Kmart Holdings Corp	\$48.75	0097546543	10/02/2018
Kmart Holdings Corp	\$77.00	0097546613	10/02/2018
Kmart Holdings Corp	\$83.00	0097548282	10/03/2018
Kmart Holdings Corp	\$66.75	0097548283	10/03/2018
Kmart Holdings Corp	\$90.75	0097549401	10/03/2018
Kmart Holdings Corp	\$72.50	0097549402	10/03/2018
Kmart Holdings Corp	\$88.50	0097548224	10/03/2018
Kmart Holdings Corp	\$90.00	0097550021	10/04/2018
Kmart Holdings Corp	\$90.00	0097550019	10/04/2018
Kmart Holdings Corp	\$66.75	0097551720	10/05/2018
Kmart Holdings Corp	\$90.00	0097551718	10/05/2018
Kmart Holdings Corp	\$83.00	0097553827	10/08/2018
Kmart Holdings Corp	\$80.50	0097553828	10/08/2018
Kmart Holdings Corp	\$83.00	0097553829	10/08/2018
Kmart Holdings Corp	\$83.00	0097553830	10/08/2018
Kmart Holdings Corp	\$83.00	0097553831	10/08/2018
Kmart Holdings Corp	\$83.00	0097553832	10/08/2018
Kmart Holdings Corp	\$66.75	0097553833	10/08/2018
Kmart Holdings Corp	\$254.80	0097558626	10/10/2018
Kmart Holdings Corp	\$80.00	0097558627	10/10/2018
Kmart Holdings Corp	\$66.75	0097558630	10/10/2018
Kmart Holdings Corp	\$48.75	0097562468	10/12/2018
Kmart Holdings Corp	\$83.00	0097562469	10/12/2018
TOTAL	\$84,726.84		
Dorel Home Furnishings, Inc.			
Debtor Entity	Unpaid Invoice Amount	Invoice Number	Invoice Date
Kmart Holdings Corp	\$2,032.60	674788	7/19/2018
Kmart Holdings Corp	\$54.29	859653	8/9/2018
Kmart Holdings Corp	\$59.60	018627	8/26/2018
Kmart Holdings Corp	\$60.00	023358	8/27/2018
Kmart Holdings Corp	\$4,260.00	060728	8/30/2018

Kmart Holdings Corp	\$4,340.00	060729	8/30/2018
Kmart Holdings Corp	\$2,860.70	060731	8/30/2018
Kmart Holdings Corp	\$520.26	060734	8/30/2018
Kmart Holdings Corp	\$160.08	060735	8/30/2018
Kmart Holdings Corp	\$663.20	069137	8/31/2018
Kmart Holdings Corp	\$506.70	069138	8/31/2018
Kmart Holdings Corp	\$102.00	129196	9/6/2018
Kmart Holdings Corp	\$549.22	170323	9/11/2018
Kmart Holdings Corp	\$1,402.22	170324	9/11/2018
Kmart Holdings Corp	\$645.00	170326	9/11/2018
Kmart Holdings Corp	\$1,118.00	170327	9/11/2018
Kmart Holdings Corp	\$1,376.00	170328	9/11/2018
Kmart Holdings Corp	\$344.00	170329	9/11/2018
Kmart Holdings Corp	\$97.25	190424	9/14/2018
Kmart Holdings Corp	\$38.67	190425	9/14/2018
Kmart Holdings Corp	\$2,174.28	191146	9/14/2018
Kmart Holdings Corp	\$7,151.40	191147	9/14/2018
Kmart Holdings Corp	\$60.00	191212	9/14/2018
Kmart Holdings Corp	\$81.00	191252	9/14/2018
Kmart Holdings Corp	\$90.00	193049	9/14/2018
Kmart Holdings Corp	\$44.00	195920	9/14/2018
Kmart Holdings Corp	\$137.00	195921	9/14/2018
Kmart Holdings Corp	\$30.00	195922	9/14/2018
Kmart Holdings Corp	\$30.00	195923	9/14/2018
Kmart Holdings Corp	\$90.87	195924	9/14/2018
Kmart Holdings Corp	\$83.20	196834	9/14/2018
Kmart Holdings Corp	\$102.00	196835	9/14/2018
Kmart Holdings Corp	\$224.00	199344	9/15/2018
Kmart Holdings Corp	\$45.00	200477	9/16/2018
Kmart Holdings Corp	\$63.60	204078	9/17/2018
Kmart Holdings Corp	\$56.81	205618	9/17/2018
Kmart Holdings Corp	\$43.30	218055	9/18/2018
Kmart Holdings Corp	\$60.00	218064	9/18/2018
Kmart Holdings Corp	\$60.00	218088	9/18/2018
Kmart Holdings Corp	\$60.00	218093	9/18/2018
Kmart Holdings Corp	\$60.00	218095	9/18/2018
Kmart Holdings Corp	\$97.25	219504	9/18/2018
Kmart Holdings Corp	\$290.00	219505	9/18/2018
Kmart Holdings Corp	\$174.30	219506	9/18/2018
Kmart Holdings Corp	\$68.00	219507	9/18/2018
Kmart Holdings Corp	\$38.67	219509	9/18/2018
Kmart Holdings Corp	\$63.60	219511	9/18/2018
Kmart Holdings Corp	\$120.00	219512	9/18/2018
Kmart Holdings Corp	\$117.00	223401	9/18/2018
Kmart Holdings Corp	\$67.98	228650	9/19/2018
Kmart Holdings Corp	\$137.00	228652	9/19/2018
Kmart Holdings Corp	\$180.00	228653	9/19/2018

Kmart Holdings Corp	\$63.00	228654	9/19/2018
Kmart Holdings Corp	\$37.80	228655	9/19/2018
Kmart Holdings Corp	\$68.00	228656	9/19/2018
Kmart Holdings Corp	\$68.00	228657	9/19/2018
Kmart Holdings Corp	\$85.52	232566	9/19/2018
Kmart Holdings Corp	\$129.20	232568	9/19/2018
Kmart Holdings Corp	\$70.00	232569	9/19/2018
Kmart Holdings Corp	\$43.28	232570	9/19/2018
Kmart Holdings Corp	\$231.58	235904	9/19/2018
Kmart Holdings Corp	\$137.00	236649	9/19/2018
Kmart Holdings Corp	\$60.00	237267	9/20/2018
Kmart Holdings Corp	\$61.80	237268	9/20/2018
Kmart Holdings Corp	\$60.00	237269	9/20/2018
Kmart Holdings Corp	\$151.13	238802	9/20/2018
Kmart Holdings Corp	\$230.00	238803	9/20/2018
Kmart Holdings Corp	\$694.90	239681	9/20/2018
Kmart Holdings Corp	\$246.60	239682	9/20/2018
Kmart Holdings Corp	\$5,562.20	239683	9/20/2018
Kmart Holdings Corp	\$261.80	239684	9/20/2018
Kmart Holdings Corp	\$3,496.24	239685	9/20/2018
Kmart Holdings Corp	\$11,283.32	239686	9/20/2018
Kmart Holdings Corp	\$60.00	239750	9/20/2018
Kmart Holdings Corp	\$64.75	239768	9/20/2018
Kmart Holdings Corp	\$128.00	239853	9/20/2018
Kmart Holdings Corp	\$27.00	241419	9/20/2018
Kmart Holdings Corp	\$68.35	241420	9/20/2018
Kmart Holdings Corp	\$44.60	243829	9/20/2018
Kmart Holdings Corp	\$30.00	244275	9/20/2018
Kmart Holdings Corp	\$41.60	245005	9/21/2018
Kmart Holdings Corp	\$33.00	245006	9/21/2018
Kmart Holdings Corp	\$117.00	245007	9/21/2018
Kmart Holdings Corp	\$68.00	245008	9/21/2018
Kmart Holdings Corp	\$27.00	246117	9/21/2018
Kmart Holdings Corp	\$90.00	248965	9/21/2018
Kmart Holdings Corp	\$25.17	248966	9/21/2018
Kmart Holdings Corp	\$224.00	248967	9/21/2018
Kmart Holdings Corp	\$68.35	248968	9/21/2018
Kmart Holdings Corp	\$90.00	251518	9/21/2018
Kmart Holdings Corp	\$81.00	251519	9/21/2018
Kmart Holdings Corp	\$81.00	251520	9/21/2018
Kmart Holdings Corp	\$81.00	251521	9/21/2018
Kmart Holdings Corp	\$81.00	251522	9/21/2018
Kmart Holdings Corp	\$247.00	251523	9/21/2018
Kmart Holdings Corp	\$138.40	252576	9/22/2018
Kmart Holdings Corp	\$174.00	260357	9/24/2018
Kmart Holdings Corp	\$184.00	285714	9/26/2018
Kmart Holdings Corp	\$137.00	299966	9/28/2018

TOTAL	\$58,742.64		
<u>Dorel Juvenile Group, Inc.</u>			
Debtor Entity	Unpaid Invoice Amount	Invoice Number	Invoice Date
Kmart Holdings Corp	\$13.34	4124778	2/7/2017
Kmart Holdings Corp	\$52.50	4151637	2/24/2017
Kmart Holdings Corp	\$50.80	4243224	4/17/2017
Kmart Holdings Corp	\$77.59	4260395	4/27/2017
Kmart Holdings Corp	\$50.80	4263891	5/1/2017
Kmart Holdings Corp	\$19.31	4312597	6/5/2017
Kmart Holdings Corp	\$61.88	4320886	6/9/2017
Kmart Holdings Corp	\$16.69	4324710	6/13/2017
Kmart Holdings Corp	\$80.56	4325985	6/14/2017
Kmart Holdings Corp	\$32.13	4328167	6/15/2017
Kmart Holdings Corp	\$34.40	4340014	6/26/2017
Kmart Holdings Corp	\$144.34	4352484	7/5/2017
Kmart Holdings Corp	\$21.04	4357294	7/7/2017
Kmart Holdings Corp	\$39.26	4406897	8/11/2017
Kmart Holdings Corp	\$39.26	4415008	8/17/2017
Kmart Holdings Corp	\$52.50	4438561	9/5/2017
Kmart Holdings Corp	\$20.38	4450104	9/12/2017
Kmart Holdings Corp	\$128.49	4464406	9/21/2017
Kmart Holdings Corp	\$61.15	4488535	10/9/2017
Kmart Holdings Corp	\$33.63	4501093	10/16/2017
Kmart Holdings Corp	\$119.12	4519885	10/30/2017
Kmart Holdings Corp	\$20.38	4520289	10/30/2017
Kmart Holdings Corp	\$22.58	4523818	11/1/2017
Kmart Holdings Corp	\$114.53	4530296	11/7/2017
Kmart Holdings Corp	\$32.13	4542879	11/14/2017
Kmart Holdings Corp	\$29.16	4571536	11/28/2017
Kmart Holdings Corp	\$33.63	4579649	11/30/2017
Kmart Holdings Corp	\$43.12	4586271	12/4/2017
Kmart Holdings Corp	\$52.50	4616699	12/15/2017
Kmart Holdings Corp	\$53.58	4626703	12/21/2017
Kmart Holdings Corp	\$158.54	4631751	12/28/2017
Kmart Holdings Corp	\$53.58	4645849	1/9/2018
Kmart Holdings Corp	\$62.00	4650041	1/11/2018
Kmart Holdings Corp	\$61.15	4674664	1/29/2018
Kmart Holdings Corp	\$70.99	4691920	2/7/2018
Kmart Holdings Corp	\$66.62	4696007	2/9/2018
Kmart Holdings Corp	\$23.30	4706500	2/14/2018
Kmart Holdings Corp	\$183.84	4706981	2/15/2018
Kmart Holdings Corp	\$52.50	4718573	2/21/2018
Kmart Holdings Corp	\$22.58	4736363	2/27/2018
Kmart Holdings Corp	\$70.99	4741293	3/1/2018
Kmart Holdings Corp	\$96.50	4744656	3/2/2018

Kmart Holdings Corp	\$48.25	4744657	3/2/2018
Kmart Holdings Corp	\$48.25	4744661	3/2/2018
Kmart Holdings Corp	\$20.02	4747916	3/3/2018
Kmart Holdings Corp	\$209.40	4768745	3/12/2018
Kmart Holdings Corp	\$24.79	4772550	3/13/2018
Kmart Holdings Corp	\$52.50	4788006	3/20/2018
Kmart Holdings Corp	\$70.99	4830570	4/10/2018
Kmart Holdings Corp	\$70.99	4855827	4/24/2018
Kmart Holdings Corp	\$19.24	4862309	4/27/2018
Kmart Holdings Corp	\$20.38	4903947	5/21/2018
Kmart Holdings Corp	\$58.35	4943436	6/12/2018
Kmart Holdings Corp	\$30.35	4945468	6/13/2018
Kmart Holdings Corp	\$52.50	4948837	6/15/2018
Kmart Holdings Corp	\$37.99	4956241	6/20/2018
Kmart Holdings Corp	\$20.38	4967283	6/26/2018
Kmart Holdings Corp	\$22.58	4990193	7/10/2018
Kmart Holdings Corp	\$40.28	4991500	7/11/2018
Kmart Holdings Corp	\$66.62	5030140	7/31/2018
Kmart Holdings Corp	\$62.00	5047881	8/9/2018
Kmart Holdings Corp	\$22.58	5050963	8/11/2018
Kmart Holdings Corp	\$564.16	5100711	9/5/2018
Kmart Holdings Corp	\$1,094.64	5100713	9/5/2018
Kmart Holdings Corp	\$40.28	5102184	9/6/2018
Kmart Holdings Corp	\$40.28	5102405	9/6/2018
Kmart Holdings Corp	\$20.38	5102782	9/6/2018
Kmart Holdings Corp	\$5,702.78	5110743	9/10/2018
Kmart Holdings Corp	\$5,532.30	5110746	9/10/2018
Kmart Holdings Corp	\$205.00	5110747	9/10/2018
Kmart Holdings Corp	\$1,714.76	5110748	9/10/2018
Kmart Holdings Corp	\$939.04	5110750	9/10/2018
Kmart Holdings Corp	\$2,738.24	5110751	9/10/2018
Kmart Holdings Corp	\$353.76	5110752	9/10/2018
Kmart Holdings Corp	\$20.38	5114450	9/11/2018
Kmart Holdings Corp	\$9,882.00	5118478	9/13/2018
Kmart Holdings Corp	\$8,434.58	5118481	9/13/2018
Kmart Holdings Corp	\$1,585.26	5118482	9/13/2018
Kmart Holdings Corp	\$1,229.80	5118486	9/13/2018
Kmart Holdings Corp	\$5,238.00	5118633	9/13/2018
Kmart Holdings Corp	\$892.17	5118635	9/13/2018
Kmart Holdings Corp	\$470.44	5118636	9/13/2018
Kmart Holdings Corp	\$5,238.00	5119358	9/13/2018
Kmart Holdings Corp	\$216.00	5119359	9/13/2018
Kmart Holdings Corp	\$436.96	5119360	9/13/2018
Kmart Holdings Corp	\$2,780.64	5119362	9/13/2018
Kmart Holdings Corp	\$612.00	5119363	9/13/2018
Kmart Holdings Corp	\$254.34	5119365	9/13/2018
Kmart Holdings Corp	\$6,575.70	5119366	9/13/2018

Kmart Holdings Corp	\$971.17	5119367	9/13/2018
Kmart Holdings Corp	\$5,411.86	5119368	9/13/2018
Kmart Holdings Corp	\$878.17	5119369	9/13/2018
Kmart Holdings Corp	\$20.48	5119370	9/13/2018
Kmart Holdings Corp	\$194.88	5119371	9/13/2018
Kmart Holdings Corp	\$216.00	5119373	9/13/2018
Kmart Holdings Corp	\$1,095.24	5119375	9/13/2018
Kmart Holdings Corp	\$1,387.00	5119376	9/13/2018
Kmart Holdings Corp	\$140.95	5117169	9/13/2018
Kmart Holdings Corp	\$29.16	5166005	10/4/2018
Kmart Holdings Corp	\$52.50	5166445	10/4/2018
Kmart Holdings Corp	\$133.89	5168209	10/5/2018
Kmart Holdings Corp	\$133.89	5168211	10/5/2018
Kmart Holdings Corp	\$43.09	5168215	10/5/2018
Kmart Holdings Corp	\$69.46	5168217	10/5/2018
Kmart Holdings Corp	\$22.58	5168631	10/5/2018
Kmart Holdings Corp	\$67.44	5168632	10/5/2018
Kmart Holdings Corp	\$22.58	5168634	10/5/2018
Kmart Holdings Corp	\$22.58	5168638	10/5/2018
Kmart Holdings Corp	\$37.47	5168639	10/5/2018
Kmart Holdings Corp	\$80.56	5168640	10/5/2018
Kmart Holdings Corp	\$43.99	5168864	10/5/2018
Kmart Holdings Corp	\$37.99	5168875	10/5/2018
TOTAL	\$77,396.63		
GRAND TOTAL	\$220,866.11		
TOTAL on/after 9/25/18	\$4,263.98		

EXHIBIT B

ASSIGNMENT OF CLAIMS AND RECEIVABLES AGREEMENT

ASSIGNEE: Dorel Industries, Inc.

AGREEMENT DATE: April 9, 2019

DEBTOR Sears Holding Corporation and each of its jointly administered affiliates, including Kmart Holding Corporation and each of its affiliates.

CASE: *In re Sears Holdings Corp.*, Case No. 18-23538 (RDD) (jointly administered), pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

PETITION DATE: October 15, 2018

EFFECTIVE DATE: April 9, 2019

CLAIMS: Unsecured and Administrative claim[s] against the Debtor in the Case in a total combined amount of not less than \$693,957.36, as reflected on the invoices and receivables described on Schedule A and attached Exhibit A (collectively, the "Claims").

This **ASSIGNMENT OF CLAIMS AND RECEIVABLES AGREEMENT**, dated as of April 8, 2019 (this "Agreement"), is made and entered into by and among **DOREL INDUSTRIES INC.**, a Quebec company ("Dorel Industries") and each of the affiliates of Dorel Industries that are identified on the signature page of this Agreement (each a "Supplier" and together with Dorel Industries, the "Parties"); and

WHEREAS, the Suppliers desire to transfer the Claims to Dorel Industries.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Agreement and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption of Claims. Each Supplier hereby conveys, delivers, assigns and transfers to Dorel Industries all of such Supplier's rights, title and interest in and to the Claims, including the rights to payment and collection thereof. Dorel Industries hereby assumes, accepts and undertakes from each Supplier, all rights, title and interest in and to: (a) the Claims, any and all rights to receive principal, interest, fees, damages, penalties, and other amounts in respect of the Claims; (b) any actions, claims, rights, lawsuits or causes of action against the Debtor and any other person or entity indebted or liable to such Supplier on account of or in connection to the Claims, or arising out of or in connection with any of the foregoing; (c) any and all proofs of claims filed (regardless of filing date) with respect to the Claims; (d) all rights under any orders of the Bankruptcy Court allowing the Claims; and (e) all proceeds of any

kind of the foregoing distributed after the Effective Date, including, without limitation, all cash, securities or other property distributed or payable on account of any of the foregoing, or exchanged in return therefor (each of (a)-(d) above to be without recourse to such Supplier and without any express or implied warranties except as expressly provided in this Agreement) (collectively, the "Transferred Rights"). This Agreement shall be deemed an absolute and unconditional assignment of the Transferred Rights for the purpose of collection and satisfaction and shall not be deemed to create a security interest. Dorel Industries is not assuming any liability of such Supplier whatsoever in connection with such assignment. The foregoing assignment is "as is, where is" and is without representation or warranty, including any warranty of collectability.

2. Further Assurances. From time to time after the date hereof, and without any further consideration, each party hereto shall execute, acknowledge and deliver all such additional documents, and will do all such other acts and things, as may be necessary or appropriate to more fully and effectively carry out the purposes and intent of this Assignment.

3. Distributions. Each Supplier agrees that in the event such Supplier actually receives any distributions with respect to the Transferred Rights after the Effective Date, such Supplier shall accept the same and shall hold the same in trust for the sole benefit of Dorel Industries and shall promptly deliver the same to Dorel Industries in the same form received (free of any withholding, set-off, claims or deduction of any kind) within five (5) Business Days in the case of cash. In the event any Supplier receives any notices (not otherwise publicly available) in respect of the Transferred Rights, such Supplier shall promptly deliver the same to Dorel Industries. In the event that all or any portion of the distributions on account of the Transferred Rights are not assignable by any Supplier to Dorel Industries, then such Supplier grants to Dorel Industries a 100% participation interest in the Transferred Rights or such distributions, in accordance with the provisions of this Agreement and applicable law.

4. Legal Appointment. Each Supplier hereby appoints Dorel Industries as its true and lawful attorney-in-fact solely with respect to the Transferred Rights and authorizes Dorel Industries to act in such Supplier's name, place, and stead, to demand, sue for, compromise, and recover all such sums of money which now are, or may hereafter become due and payable for or on account of the Transferred Rights, to vote the Transferred Rights and to do all things necessary to enforce the Transferred Rights and such Supplier's rights thereunder pursuant to this Agreement. Each Supplier agrees that the powers granted by this section are discretionary in nature and exercisable at the sole option of Dorel Industries.

5. Supplier's Exercise of Rights. If for any reason, any Supplier (and not Dorel Industries) is entitled to exercise any rights with respect to the Transferred Rights, then such Supplier agrees that with respect to any request, act, decision or vote to be made by such Supplier in respect of the Transferred Rights (each, an "Action"), such Supplier shall act in accordance with the written directions (if timely given) of Dorel Industries. Any Supplier may refuse to follow the instructions of Dorel Industries if such instructions violate any applicable law, regulation or direction of a regulatory or governmental authority or if such Supplier would be forced to incur any material expense or cost that Dorel Industries does not offer to reimburse promptly.

6. Delivery. Each Supplier agrees to execute and deliver (or cause to be executed and delivered) all such instruments and documents, and to take all such action as Dorel Industries may reasonably request, at Dorel Industries' cost and expense, in order to effectuate the intent and purpose of, and to carry out the terms of, this Agreement and to cause Dorel Industries to become the legal and beneficial owner and holder of the Transferred Rights, including, but not limited to, delivering original copies of all Evidences of Transfer of Claims to Dorel Industries.

7. Counterparts and Delivery. This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, photo or other electronic means with the same effect as if a manually signed copy were personally delivered.

8. Joint Participation. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event of ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement. This Agreement (including all Assignment Documents, exhibits, schedules and annexes hereto) constitutes the complete agreement of the Parties with respect to the subject matters referred to herein and supersedes all prior or contemporaneous negotiations, agreements or representations of every nature whatsoever with respect thereto, all of which have become merged and finally integrated herein.

9. Validity and Enforceability. If any provision of this Agreement or any other agreement or document delivered in connection with this Agreement is partially or completely invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted.

10. Waiver. No failure on the part of either Party to exercise, and no delay in exercising, any right hereunder or under any related document shall operate as a waiver thereof by such Party, nor shall any single or partial exercise of any right hereunder or under any other related document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of each Party provided herein and in other related documents (a) are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law and (b) are not conditional or contingent on any attempt by such Party to exercise any of its rights under any other related documents against the other Party or any other entity.

11. Consent and Notice Waiver. Each Supplier hereby acknowledges and consents to all terms set forth in this Agreement and upon the Effective Date, hereby waives its right to raise any objection thereto and its right to receive notice pursuant to Bankruptcy Rule 3001(e), and consents to the substitution after the occurrence of the Effective Date of such Supplier with Dorel Industries for all purposes in the Case, including, without limitation, for voting and distribution purposes with respect to the Transferred Rights. After the Effective Date, each Supplier agrees not to litigate or otherwise pursue any of the Transferred Rights (including, without limitation, the amount of the Claims and, to the extent related thereto, any proofs of claim).

12. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the Parties at the addresses set forth on the Administrative Schedule (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a)(i) in the case of personal delivery or nationally recognized overnight courier, upon receipt by the receiving Party, (ii) in the case of a facsimile or e-mail of a PDF document, when sent (if sent on a Business Day) or the next Business Day (if sent on a day other than a Business Day) and (iii) in the case of certified or registered mail, ten (10) days after mailing and (b) if the Party giving the Notice has complied with the requirements of this section.

13. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The word “including” or similar expressions used in this Agreement shall be understood to be followed by the words “without limitation.”

14. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF. THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS AND THE APPROPRIATE COURTS OF THE STATE OF ILLINOIS SITTING IN THE BOROUGH OF CHICAGO, CITY OF ILLINOIS SHALL HAVE EXCLUSIVE JURISDICTION IN RELATION TO ANY CLAIMS, DISPUTE OR DIFFERENCE CONCERNING THIS AGREEMENT AND ANY MATTER ARISING FROM IT. DOREL INDUSTRIES AND EACH SUPPLIER SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO OBJECT TO ANY ACTION BEING BROUGHT IN THOSE COURTS, TO CLAIM THAT THE ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, OR TO CLAIM THAT THOSE COURTS DO NOT HAVE JURISDICTION. TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES TO WAIVE AND TO *NOT* DEMAND A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SUCH OTHER MATTER.**

15. English Language. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*

[Remainder of this Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto has caused this Agreement to be executed by one of its duly authorized officers as of the date first above written.

DOREL INDUSTRIES INC.

By: 
Name: Frank Rana
Title: Senior Vice-President, Finance

PACIFIC CYCLE, INC.

By: _____
Name: Robert Kmoch
Title: President

DOREL HOME FURNISHINGS, INC.
(f/k/a Ameriwood Industries, Inc.)

By: _____
Name: James Kimminau
Title: Treasurer & Secretary

DOREL CHINA AMERICA, INC.

By: _____
Name: Paul Powers
Title: President & Chief Executive Officer

DOREL JUVENILE GROUP, INC.

By: _____
Name: Paul Powers
Title: President & Chief Executive Officer

DOREL ASIA INC.

By: _____
Name: James Kimminau
Title: President

[Remainder of this Page Intentionally Left Blank; Schedule A Follows.]

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Name: James Kimminau
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Title: Senior Vice-President, Finance

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Name: Paul Powers
Title: President & Chief Executive Officer

PACIFIC CYCLE, INC.

DOREL JUVENILE GROUP, INC.

By: _____
Name: Robert Kmoch
Title: President

By: _____
Name: Paul Powers
Title: President & Chief Executive Officer

DOREL HOME FURNISHINGS, INC.
(f/k/a Ameriwood Industries, Inc.)

DOREL ASIA INC.

By: _____
Name: James Kimminau
Title: Treasurer & Secretary

By: _____
Name: James Kimminau
Title: President

[Remainder of this Page Intentionally Left Blank; Schedule A Follows.]

Schedule A

Claims

Dorel – Sears Holding Corporation
Case No. 18-23538 (RDD) (Jointly Administered)

Dorel Entity	Sears Holding Corp.	Kmart Holding Corp.	Total
Dorel Asia Inc.	\$1,437.20	\$0	\$1,736.79
Dorel China America, Inc.	\$284,629.60	\$0	\$284,629.60
Dorel Home Furnishings, Inc.	\$79,217.88	\$58,742.64	\$137,960.52
Dorel Juvenile Group, Inc.	\$45,640.57	\$77,396.63	\$123,037.20
Pacific Cycle, Inc.	\$62,166.00	\$84,726.84	\$146,892.84
Total Claims	\$473,091.25	\$220,866.11	\$693,957.36

<u>Dorel China America, Inc.</u>			
Debtor Entity	Unpaid Invoice Amount	Invoice Number	Invoice Date
Sears Holdings Corp	\$54,984.00	201820915348	8/1/2018
Sears Holdings Corp	\$72,521.60	201820916704	8/1/2018
Sears Holdings Corp	\$130,084.00	201820918454	8/1/2018
Sears Holdings Corp	\$27,040.00	201821374314	8/1/2018
TOTAL	\$284,629.60		
<u>Dorel Asia Inc.</u>			
Debtor Entity	Unpaid Invoice Amount	Invoice Number	Invoice Date
Sears Holdings Corp	\$279.60	140662	8/10/2018
Sears Holdings Corp	\$140.00	140889	8/12/2018
Sears Holdings Corp	\$91.90	142310	8/13/2018
Sears Holdings Corp	\$140.00	150632	8/20/2018
Sears Holdings Corp	\$102.50	151332	8/21/2018
Sears Holdings Corp	\$33.30	159838	8/28/2018
Sears Holdings Corp	\$83.00	183647	9/23/2018
Sears Holdings Corp	\$261.70	185076	9/24/2018
Sears Holdings Corp	\$61.50	185077	9/24/2018
Sears Holdings Corp	\$243.70	185078	9/24/2018
TOTAL	\$1,437.20		
<u>Pacific Cycle, Inc.</u>			
Debtor Entity	Unpaid Invoice Amount	Invoice Number	Invoice Date
Kmart Holdings Corp	\$1,875.00	0097295254	05/21/2018
Kmart Holdings Corp	\$140.00	0097440741	07/31/2018
Kmart Holdings Corp	\$180.00	0097444256	08/01/2018
Kmart Holdings Corp	\$4,258.02	0097454794	08/08/2018
Kmart Holdings Corp	\$7,003.27	0097491117	08/29/2018
Kmart Holdings Corp	\$7,542.25	0097491119	08/29/2018
Kmart Holdings Corp	\$612.75	0097491120	08/29/2018
Kmart Holdings Corp	\$3,507.55	0097491129	08/29/2018
Kmart Holdings Corp	\$1,488.75	0097491128	08/29/2018
Kmart Holdings Corp	\$1,959.65	0097512927	09/12/2018
Kmart Holdings Corp	\$5,830.53	0097512926	09/12/2018
Kmart Holdings Corp	\$8,860.15	0097512925	09/12/2018
Kmart Holdings Corp	\$12,888.25	0097512924	09/12/2018
Kmart Holdings Corp	\$5,680.91	0097512977	09/12/2018
Kmart Holdings Corp	\$1,140.48	0097512976	09/12/2018
Kmart Holdings Corp	\$1,790.02	0097512980	09/12/2018
Kmart Holdings Corp	\$5,187.40	0097512979	09/12/2018
Kmart Holdings Corp	\$2,018.18	0097512978	09/12/2018
Kmart Holdings Corp	\$403.15	0097519925	09/17/2018
Kmart Holdings Corp	\$80.00	0097519055	09/17/2018
Kmart Holdings Corp	\$83.00	0097521988	09/18/2018

Kmart Holdings Corp	\$70.50	0097521989	09/18/2018
Kmart Holdings Corp	\$70.50	0097521827	09/18/2018
Kmart Holdings Corp	\$84.50	0097521828	09/18/2018
Kmart Holdings Corp	\$66.75	0097521974	09/18/2018
Kmart Holdings Corp	\$90.75	0097521960	09/18/2018
Kmart Holdings Corp	\$70.50	0097521826	09/18/2018
Kmart Holdings Corp	\$90.75	0097521825	09/18/2018
Kmart Holdings Corp	\$70.50	0097521824	09/18/2018
Kmart Holdings Corp	\$80.00	0097521829	09/18/2018
Kmart Holdings Corp	\$7,299.23	0097524850	09/19/2018
Kmart Holdings Corp	\$130.00	0097525983	09/20/2018
Kmart Holdings Corp	\$166.00	0097525984	09/20/2018
Kmart Holdings Corp	\$72.50	0097526010	09/20/2018
Kmart Holdings Corp	\$77.50	0097526954	09/20/2018
Kmart Holdings Corp	\$80.00	0097526953	09/20/2018
Kmart Holdings Corp	\$61.00	0097527999	09/21/2018
Kmart Holdings Corp	\$90.75	0097528000	09/21/2018
Kmart Holdings Corp	\$90.00	0097530825	09/24/2018
Kmart Holdings Corp	\$83.00	0097530826	09/24/2018
Kmart Holdings Corp	\$90.75	0097530827	09/24/2018
Kmart Holdings Corp	\$66.75	0097530828	09/24/2018
Kmart Holdings Corp	\$49.50	0097530444	09/24/2018
Kmart Holdings Corp	\$83.00	0097533094	09/25/2018
Kmart Holdings Corp	\$72.50	0097535048	09/26/2018
Kmart Holdings Corp	\$83.00	0097535046	09/26/2018
Kmart Holdings Corp	\$77.00	0097537115	09/27/2018
Kmart Holdings Corp	\$66.75	0097537114	09/27/2018
Kmart Holdings Corp	\$66.75	0097539482	09/28/2018
Kmart Holdings Corp	\$77.00	0097544919	10/01/2018
Kmart Holdings Corp	\$72.50	0097544930	10/01/2018
Kmart Holdings Corp	\$83.00	0097544911	10/01/2018
Kmart Holdings Corp	\$66.75	0097544926	10/01/2018
Kmart Holdings Corp	\$140.00	0097544923	10/01/2018
Kmart Holdings Corp	\$80.00	0097544914	10/01/2018
Kmart Holdings Corp	\$66.75	0097544933	10/01/2018
Kmart Holdings Corp	\$66.75	0097544934	10/01/2018
Kmart Holdings Corp	\$84.50	0097545417	10/01/2018
Kmart Holdings Corp	\$48.75	0097546543	10/02/2018
Kmart Holdings Corp	\$77.00	0097546613	10/02/2018
Kmart Holdings Corp	\$83.00	0097548282	10/03/2018
Kmart Holdings Corp	\$66.75	0097548283	10/03/2018
Kmart Holdings Corp	\$90.75	0097549401	10/03/2018
Kmart Holdings Corp	\$72.50	0097549402	10/03/2018
Kmart Holdings Corp	\$88.50	0097548224	10/03/2018
Kmart Holdings Corp	\$90.00	0097550021	10/04/2018
Kmart Holdings Corp	\$90.00	0097550019	10/04/2018
Kmart Holdings Corp	\$66.75	0097551720	10/05/2018

Kmart Holdings Corp	\$90.00	0097551718	10/05/2018
Kmart Holdings Corp	\$83.00	0097553827	10/08/2018
Kmart Holdings Corp	\$80.50	0097553828	10/08/2018
Kmart Holdings Corp	\$83.00	0097553829	10/08/2018
Kmart Holdings Corp	\$83.00	0097553830	10/08/2018
Kmart Holdings Corp	\$83.00	0097553831	10/08/2018
Kmart Holdings Corp	\$83.00	0097553832	10/08/2018
Kmart Holdings Corp	\$66.75	0097553833	10/08/2018
Kmart Holdings Corp	\$254.80	0097558626	10/10/2018
Kmart Holdings Corp	\$80.00	0097558627	10/10/2018
Kmart Holdings Corp	\$66.75	0097558630	10/10/2018
Kmart Holdings Corp	\$48.75	0097562468	10/12/2018
Kmart Holdings Corp	\$83.00	0097562469	10/12/2018
Sears Holdings Corp	\$83.00	0097326664	06/04/2018
Sears Holdings Corp	\$249.80	0097380966	06/28/2018
Sears Holdings Corp	\$42.00	0097415784	07/17/2018
Sears Holdings Corp	\$84.50	0097421127	07/19/2018
Sears Holdings Corp	\$90.00	0097421128	07/19/2018
Sears Holdings Corp	\$377.00	0097421130	07/19/2018
Sears Holdings Corp	\$377.00	0097458501	08/10/2018
Sears Holdings Corp	\$173.00	0097461694	08/13/2018
Sears Holdings Corp	\$72.50	0097461700	08/13/2018
Sears Holdings Corp	\$80.50	0097461697	08/13/2018
Sears Holdings Corp	\$80.00	0097464594	08/14/2018
Sears Holdings Corp	\$80.50	0097464448	08/14/2018
Sears Holdings Corp	\$157.00	0097464363	08/14/2018
Sears Holdings Corp	\$90.00	0097467019	08/15/2018
Sears Holdings Corp	\$42.00	0097468821	08/16/2018
Sears Holdings Corp	\$88.50	0097468825	08/16/2018
Sears Holdings Corp	\$166.00	0097468827	08/16/2018
Sears Holdings Corp	\$157.00	0097468828	08/16/2018
Sears Holdings Corp	\$42.00	0097468829	08/16/2018
Sears Holdings Corp	\$84.50	0097469186	08/16/2018
Sears Holdings Corp	\$84.50	0097473482	08/20/2018
Sears Holdings Corp	\$90.00	0097473484	08/20/2018
Sears Holdings Corp	\$83.00	0097473485	08/20/2018
Sears Holdings Corp	\$80.50	0097474156	08/20/2018
Sears Holdings Corp	\$90.75	0097473468	08/20/2018
Sears Holdings Corp	\$70.50	0097473821	08/20/2018
Sears Holdings Corp	\$157.00	0097473476	08/20/2018
Sears Holdings Corp	\$80.00	0097473479	08/20/2018
Sears Holdings Corp	\$84.50	0097476292	08/21/2018
Sears Holdings Corp	\$83.00	0097476293	08/21/2018
Sears Holdings Corp	\$80.00	0097476299	08/21/2018
Sears Holdings Corp	\$92.50	0097476300	08/21/2018
Sears Holdings Corp	\$80.50	0097476302	08/21/2018
Sears Holdings Corp	\$80.00	0097478262	08/22/2018

Sears Holdings Corp	\$90.00	0097478263	08/22/2018
Sears Holdings Corp	\$80.00	0097478265	08/22/2018
Sears Holdings Corp	\$90.00	0097478507	08/22/2018
Sears Holdings Corp	\$83.00	0097478510	08/22/2018
Sears Holdings Corp	\$80.00	0097478511	08/22/2018
Sears Holdings Corp	\$90.00	0097480382	08/23/2018
Sears Holdings Corp	\$84.50	0097483136	08/24/2018
Sears Holdings Corp	\$83.00	0097485515	08/27/2018
Sears Holdings Corp	\$83.00	0097485519	08/27/2018
Sears Holdings Corp	\$90.00	0097485520	08/27/2018
Sears Holdings Corp	\$42.00	0097485513	08/27/2018
Sears Holdings Corp	\$146.75	0097488105	08/28/2018
Sears Holdings Corp	\$80.00	0097488138	08/28/2018
Sears Holdings Corp	\$83.00	0097488104	08/28/2018
Sears Holdings Corp	\$83.00	0097490458	08/29/2018
Sears Holdings Corp	\$84.50	0097493059	08/30/2018
Sears Holdings Corp	\$83.00	0097492708	08/30/2018
Sears Holdings Corp	\$92.50	0097495066	08/31/2018
Sears Holdings Corp	\$77.50	0097498472	09/04/2018
Sears Holdings Corp	\$84.50	0097498476	09/04/2018
Sears Holdings Corp	\$90.00	0097498481	09/04/2018
Sears Holdings Corp	\$90.75	0097498489	09/04/2018
Sears Holdings Corp	\$70.50	0097498500	09/04/2018
Sears Holdings Corp	\$88.50	0097498502	09/04/2018
Sears Holdings Corp	\$157.00	0097498503	09/04/2018
Sears Holdings Corp	\$83.00	0097498582	09/04/2018
Sears Holdings Corp	\$80.50	0097501198	09/05/2018
Sears Holdings Corp	\$90.00	0097501152	09/05/2018
Sears Holdings Corp	\$163.00	0097503051	09/06/2018
Sears Holdings Corp	\$83.00	0097503046	09/06/2018
Sears Holdings Corp	\$163.00	0097503048	09/06/2018
Sears Holdings Corp	\$83.00	0097503174	09/06/2018
Sears Holdings Corp	\$157.00	0097504977	09/07/2018
Sears Holdings Corp	\$157.00	0097507714	09/10/2018
Sears Holdings Corp	\$77.50	0097507707	09/10/2018
Sears Holdings Corp	\$157.00	0097507710	09/10/2018
Sears Holdings Corp	\$157.00	0097507511	09/10/2018
Sears Holdings Corp	\$72.50	0097510323	09/11/2018
Sears Holdings Corp	\$141.00	0097510131	09/11/2018
Sears Holdings Corp	\$157.00	0097512156	09/12/2018
Sears Holdings Corp	\$9,439.63	0097512899	09/12/2018
Sears Holdings Corp	\$157.00	0097514224	09/13/2018
Sears Holdings Corp	\$254.80	0097514228	09/13/2018
Sears Holdings Corp	\$83.00	0097514223	09/13/2018
Sears Holdings Corp	\$13,384.55	0097514943	09/13/2018
Sears Holdings Corp	\$164.00	0097516745	09/14/2018
Sears Holdings Corp	\$83.00	0097519052	09/17/2018

Sears Holdings Corp	\$249.80	0097519289	09/17/2018
Sears Holdings Corp	\$83.00	0097519290	09/17/2018
Sears Holdings Corp	\$249.80	0097519295	09/17/2018
Sears Holdings Corp	\$77.50	0097519298	09/17/2018
Sears Holdings Corp	\$254.80	0097519311	09/17/2018
Sears Holdings Corp	\$95.50	0097519307	09/17/2018
Sears Holdings Corp	\$157.00	0097519310	09/17/2018
Sears Holdings Corp	\$42.00	0097519343	09/17/2018
Sears Holdings Corp	\$8,453.40	0097519910	09/17/2018
Sears Holdings Corp	\$7,467.17	0097519911	09/17/2018
Sears Holdings Corp	\$77.50	0097522165	09/18/2018
Sears Holdings Corp	\$77.50	0097522166	09/18/2018
Sears Holdings Corp	\$249.80	0097522167	09/18/2018
Sears Holdings Corp	\$83.00	0097521987	09/18/2018
Sears Holdings Corp	\$83.00	0097521986	09/18/2018
Sears Holdings Corp	\$249.80	0097524155	09/19/2018
Sears Holdings Corp	\$140.00	0097523937	09/19/2018
Sears Holdings Corp	\$84.50	0097523935	09/19/2018
Sears Holdings Corp	\$48.75	0097523938	09/19/2018
Sears Holdings Corp	\$196.00	0097523936	09/19/2018
Sears Holdings Corp	\$80.50	0097524249	09/19/2018
Sears Holdings Corp	\$249.80	0097525978	09/20/2018
Sears Holdings Corp	\$377.00	0097525979	09/20/2018
Sears Holdings Corp	\$84.50	0097526009	09/20/2018
Sears Holdings Corp	\$77.50	0097527731	09/21/2018
Sears Holdings Corp	\$48.75	0097527732	09/21/2018
Sears Holdings Corp	\$72.50	0097527729	09/21/2018
Sears Holdings Corp	\$56.50	0097527730	09/21/2018
Sears Holdings Corp	\$84.50	0097527728	09/21/2018
Sears Holdings Corp	\$70.50	0097530438	09/24/2018
Sears Holdings Corp	\$80.00	0097530439	09/24/2018
Sears Holdings Corp	\$70.50	0097530440	09/24/2018
Sears Holdings Corp	\$42.00	0097530813	09/24/2018
Sears Holdings Corp	\$80.50	0097530121	09/24/2018
Sears Holdings Corp	\$90.00	0097530122	09/24/2018
Sears Holdings Corp	\$84.50	0097530123	09/24/2018
Sears Holdings Corp	\$70.50	0097530124	09/24/2018
Sears Holdings Corp	\$90.00	0097530810	09/24/2018
Sears Holdings Corp	\$249.80	0097530811	09/24/2018
Sears Holdings Corp	\$72.50	0097530812	09/24/2018
Sears Holdings Corp	\$166.00	0097533123	09/25/2018
Sears Holdings Corp	\$77.50	0097533000	09/25/2018
Sears Holdings Corp	\$44.75	0097533003	09/25/2018
Sears Holdings Corp	\$83.00	0097533004	09/25/2018
Sears Holdings Corp	\$140.00	0097533001	09/25/2018
Sears Holdings Corp	\$249.80	0097533002	09/25/2018
Sears Holdings Corp	\$83.00	0097533008	09/25/2018

Sears Holdings Corp	\$208.50	0097533009	09/25/2018
Sears Holdings Corp	\$166.00	0097533005	09/25/2018
Sears Holdings Corp	\$56.50	0097533006	09/25/2018
Sears Holdings Corp	\$83.00	0097533007	09/25/2018
Sears Holdings Corp	\$83.00	0097533071	09/25/2018
Sears Holdings Corp	\$42.00	0097533072	09/25/2018
Sears Holdings Corp	\$42.00	0097533073	09/25/2018
Sears Holdings Corp	\$83.00	0097535049	09/26/2018
Sears Holdings Corp	\$83.00	0097535050	09/26/2018
Sears Holdings Corp	\$83.00	0097535045	09/26/2018
Sears Holdings Corp	\$90.00	0097535047	09/26/2018
Sears Holdings Corp	\$83.00	0097535099	09/26/2018
Sears Holdings Corp	\$90.00	0097535131	09/26/2018
Sears Holdings Corp	\$249.80	0097535044	09/26/2018
Sears Holdings Corp	\$254.80	0097535043	09/26/2018
Sears Holdings Corp	\$140.00	0097537185	09/27/2018
Sears Holdings Corp	\$140.00	0097537182	09/27/2018
Sears Holdings Corp	\$61.00	0097537183	09/27/2018
Sears Holdings Corp	\$48.75	0097537116	09/27/2018
Sears Holdings Corp	\$166.00	0097537117	09/27/2018
Sears Holdings Corp	\$42.00	0097539445	09/28/2018
Sears Holdings Corp	\$48.75	0097539480	09/28/2018
Sears Holdings Corp	\$48.75	0097539481	09/28/2018
Sears Holdings Corp	\$66.75	0097544906	10/01/2018
Sears Holdings Corp	\$77.00	0097544916	10/01/2018
Sears Holdings Corp	\$70.50	0097544931	10/01/2018
Sears Holdings Corp	\$72.50	0097544941	10/01/2018
Sears Holdings Corp	\$157.00	0097544924	10/01/2018
Sears Holdings Corp	\$80.00	0097544939	10/01/2018
Sears Holdings Corp	\$84.50	0097545418	10/01/2018
Sears Holdings Corp	\$157.00	0097544909	10/01/2018
Sears Holdings Corp	\$157.00	0097544928	10/01/2018
Sears Holdings Corp	\$80.00	0097544902	10/01/2018
Sears Holdings Corp	\$196.00	0097544921	10/01/2018
Sears Holdings Corp	\$83.00	0097544943	10/01/2018
Sears Holdings Corp	\$42.00	0097545420	10/01/2018
Sears Holdings Corp	\$163.00	0097545419	10/01/2018
Sears Holdings Corp	\$77.50	0097545421	10/01/2018
Sears Holdings Corp	\$90.75	0097544913	10/01/2018
Sears Holdings Corp	\$77.50	0097545018	10/01/2018
Sears Holdings Corp	\$77.50	0097546539	10/02/2018
Sears Holdings Corp	\$77.00	0097546540	10/02/2018
Sears Holdings Corp	\$66.75	0097546535	10/02/2018
Sears Holdings Corp	\$347.00	0097546536	10/02/2018
Sears Holdings Corp	\$80.00	0097546537	10/02/2018
Sears Holdings Corp	\$48.75	0097546538	10/02/2018
Sears Holdings Corp	\$72.50	0097549193	10/03/2018

Sears Holdings Corp	\$80.50	0097549194	10/03/2018
Sears Holdings Corp	\$83.00	0097549310	10/03/2018
Sears Holdings Corp	\$83.00	0097548222	10/03/2018
Sears Holdings Corp	\$347.00	0097548280	10/03/2018
Sears Holdings Corp	\$280.00	0097548281	10/03/2018
Sears Holdings Corp	\$77.50	0097549946	10/04/2018
Sears Holdings Corp	\$83.00	0097550193	10/04/2018
Sears Holdings Corp	\$88.50	0097550018	10/04/2018
Sears Holdings Corp	\$180.00	0097550020	10/04/2018
Sears Holdings Corp	\$90.00	0097550014	10/04/2018
Sears Holdings Corp	\$90.00	0097550015	10/04/2018
Sears Holdings Corp	\$48.75	0097550016	10/04/2018
Sears Holdings Corp	\$88.50	0097550022	10/04/2018
Sears Holdings Corp	\$42.00	0097551715	10/05/2018
Sears Holdings Corp	\$83.00	0097553813	10/08/2018
Sears Holdings Corp	\$90.00	0097553814	10/08/2018
Sears Holdings Corp	\$83.00	0097553815	10/08/2018
Sears Holdings Corp	\$80.50	0097553817	10/08/2018
Sears Holdings Corp	\$83.00	0097553818	10/08/2018
Sears Holdings Corp	\$56.50	0097553816	10/08/2018
Sears Holdings Corp	\$249.80	0097553819	10/08/2018
Sears Holdings Corp	\$90.00	0097553820	10/08/2018
Sears Holdings Corp	\$80.50	0097553821	10/08/2018
Sears Holdings Corp	\$70.50	0097553822	10/08/2018
Sears Holdings Corp	\$80.50	0097554279	10/08/2018
Sears Holdings Corp	\$249.80	0097556553	10/09/2018
Sears Holdings Corp	\$88.50	0097556480	10/09/2018
Sears Holdings Corp	\$72.50	0097556481	10/09/2018
Sears Holdings Corp	\$157.00	0097556890	10/09/2018
Sears Holdings Corp	\$90.00	0097559109	10/10/2018
Sears Holdings Corp	\$183.50	0097560867	10/11/2018
Sears Holdings Corp	\$83.00	0097560688	10/11/2018
Sears Holdings Corp	\$80.00	0097560689	10/11/2018
Sears Holdings Corp	\$80.50	0097560690	10/11/2018
Sears Holdings Corp	\$48.75	0097560691	10/11/2018
Sears Holdings Corp	\$254.80	0097562465	10/12/2018
Sears Holdings Corp	\$183.50	0097562466	10/12/2018
Sears Holdings Corp	\$56.50	0097562553	10/12/2018
Sears Holdings Corp	\$90.00	0097562554	10/12/2018
TOTAL	\$146,892.84		
Dorel Home Furnishings, Inc.			
Debtor Entity	Unpaid Invoice Amount	Invoice Number	Invoice Date
Sears Holdings Corp	\$828.00	458998	2/14/2018
Sears Holdings Corp	\$125.06	803048	8/2/2018
Sears Holdings Corp	\$152.00	805314	8/3/2018

Sears Holdings Corp	\$91.00	805317	8/3/2018
Sears Holdings Corp	\$91.00	805318	8/3/2018
Sears Holdings Corp	\$225.00	805320	8/3/2018
Sears Holdings Corp	\$123.00	805321	8/3/2018
Sears Holdings Corp	\$91.00	805322	8/3/2018
Sears Holdings Corp	\$295.00	806457	8/3/2018
Sears Holdings Corp	\$83.20	806496	8/3/2018
Sears Holdings Corp	\$172.00	808659	8/3/2018
Sears Holdings Corp	\$590.00	808666	8/3/2018
Sears Holdings Corp	\$182.00	808669	8/3/2018
Sears Holdings Corp	\$152.00	811784	8/3/2018
Sears Holdings Corp	\$115.00	811785	8/3/2018
Sears Holdings Corp	\$115.00	811786	8/3/2018
Sears Holdings Corp	\$86.00	813848	8/4/2018
Sears Holdings Corp	\$180.00	813849	8/4/2018
Sears Holdings Corp	\$180.00	813850	8/4/2018
Sears Holdings Corp	\$78.20	815092	8/4/2018
Sears Holdings Corp	\$45.00	815093	8/4/2018
Sears Holdings Corp	\$353.00	815094	8/4/2018
Sears Holdings Corp	\$117.00	815095	8/4/2018
Sears Holdings Corp	\$102.00	815097	8/4/2018
Sears Holdings Corp	\$115.00	815098	8/4/2018
Sears Holdings Corp	\$55.00	815099	8/4/2018
Sears Holdings Corp	\$117.00	815100	8/4/2018
Sears Holdings Corp	\$123.00	815997	8/4/2018
Sears Holdings Corp	\$91.00	815998	8/4/2018
Sears Holdings Corp	\$123.00	815999	8/4/2018
Sears Holdings Corp	\$123.00	816000	8/4/2018
Sears Holdings Corp	\$91.00	816001	8/4/2018
Sears Holdings Corp	\$123.00	816002	8/4/2018
Sears Holdings Corp	\$110.00	816381	8/5/2018
Sears Holdings Corp	\$144.00	816382	8/5/2018
Sears Holdings Corp	\$150.00	818665	8/5/2018
Sears Holdings Corp	\$115.00	821482	8/5/2018
Sears Holdings Corp	\$86.00	821485	8/5/2018
Sears Holdings Corp	\$115.00	821487	8/5/2018
Sears Holdings Corp	\$185.00	821489	8/5/2018
Sears Holdings Corp	\$115.00	821490	8/5/2018
Sears Holdings Corp	\$29.00	822827	8/6/2018
Sears Holdings Corp	\$436.00	851567	8/8/2018
Sears Holdings Corp	\$5,712.00	851630	8/8/2018
Sears Holdings Corp	\$55.00	866081	8/9/2018
Sears Holdings Corp	\$7,854.00	860633	8/9/2018
Sears Holdings Corp	\$41.60	869378	8/10/2018
Sears Holdings Corp	\$123.00	870472	8/10/2018
Sears Holdings Corp	\$72.99	872288	8/10/2018
Sears Holdings Corp	\$81.00	872291	8/10/2018

Sears Holdings Corp	\$115.00	875349	8/10/2018
Sears Holdings Corp	\$123.00	875351	8/10/2018
Sears Holdings Corp	\$91.00	881016	8/12/2018
Sears Holdings Corp	\$115.00	903132	8/14/2018
Sears Holdings Corp	\$182.00	903142	8/14/2018
Sears Holdings Corp	\$172.00	903144	8/14/2018
Sears Holdings Corp	\$81.00	903146	8/14/2018
Sears Holdings Corp	\$64.75	904255	8/14/2018
Sears Holdings Corp	\$115.00	904439	8/14/2018
Sears Holdings Corp	\$115.00	904452	8/14/2018
Sears Holdings Corp	\$182.00	904476	8/14/2018
Sears Holdings Corp	\$93.50	906965	8/14/2018
Sears Holdings Corp	\$152.00	911748	8/14/2018
Sears Holdings Corp	\$220.00	911766	8/14/2018
Sears Holdings Corp	\$117.00	911768	8/14/2018
Sears Holdings Corp	\$150.00	915084	8/15/2018
Sears Holdings Corp	\$42.54	918712	8/15/2018
Sears Holdings Corp	\$29.00	918718	8/15/2018
Sears Holdings Corp	\$73.00	922185	8/15/2018
Sears Holdings Corp	\$150.00	929280	8/16/2018
Sears Holdings Corp	\$92.33	949833	8/19/2018
Sears Holdings Corp	\$85.52	961568	8/20/2018
Sears Holdings Corp	\$91.00	966769	8/21/2018
Sears Holdings Corp	\$91.00	966770	8/21/2018
Sears Holdings Corp	\$91.00	966771	8/21/2018
Sears Holdings Corp	\$91.00	966772	8/21/2018
Sears Holdings Corp	\$86.00	966773	8/21/2018
Sears Holdings Corp	\$86.00	966774	8/21/2018
Sears Holdings Corp	\$48.40	966775	8/21/2018
Sears Holdings Corp	\$86.00	966776	8/21/2018
Sears Holdings Corp	\$86.00	966777	8/21/2018
Sears Holdings Corp	\$184.60	966778	8/21/2018
Sears Holdings Corp	\$86.00	966779	8/21/2018
Sears Holdings Corp	\$65.15	966780	8/21/2018
Sears Holdings Corp	\$56.81	966781	8/21/2018
Sears Holdings Corp	\$29.00	966782	8/21/2018
Sears Holdings Corp	\$86.00	966783	8/21/2018
Sears Holdings Corp	\$86.00	966784	8/21/2018
Sears Holdings Corp	\$86.00	966785	8/21/2018
Sears Holdings Corp	\$86.00	966786	8/21/2018
Sears Holdings Corp	\$86.00	966787	8/21/2018
Sears Holdings Corp	\$33.97	966788	8/21/2018
Sears Holdings Corp	\$38.67	966789	8/21/2018
Sears Holdings Corp	\$86.00	966790	8/21/2018
Sears Holdings Corp	\$215.41	967126	8/21/2018
Sears Holdings Corp	\$202.00	967128	8/21/2018
Sears Holdings Corp	\$86.00	967130	8/21/2018

Sears Holdings Corp	\$115.00	968656	8/21/2018
Sears Holdings Corp	\$61.80	968657	8/21/2018
Sears Holdings Corp	\$98.35	968658	8/21/2018
Sears Holdings Corp	\$99.04	968659	8/21/2018
Sears Holdings Corp	\$55.00	968660	8/21/2018
Sears Holdings Corp	\$55.00	968661	8/21/2018
Sears Holdings Corp	\$55.00	968662	8/21/2018
Sears Holdings Corp	\$55.00	968663	8/21/2018
Sears Holdings Corp	\$93.50	968664	8/21/2018
Sears Holdings Corp	\$55.00	968665	8/21/2018
Sears Holdings Corp	\$98.35	968666	8/21/2018
Sears Holdings Corp	\$115.00	968667	8/21/2018
Sears Holdings Corp	\$115.00	968668	8/21/2018
Sears Holdings Corp	\$115.00	968669	8/21/2018
Sears Holdings Corp	\$115.00	968670	8/21/2018
Sears Holdings Corp	\$115.00	968671	8/21/2018
Sears Holdings Corp	\$261.00	969708	8/21/2018
Sears Holdings Corp	\$150.00	972871	8/21/2018
Sears Holdings Corp	\$149.00	972872	8/21/2018
Sears Holdings Corp	\$41.50	972873	8/21/2018
Sears Holdings Corp	\$98.75	972874	8/21/2018
Sears Holdings Corp	\$82.00	972875	8/21/2018
Sears Holdings Corp	\$59.00	972876	8/21/2018
Sears Holdings Corp	\$59.00	972877	8/21/2018
Sears Holdings Corp	\$63.00	972878	8/21/2018
Sears Holdings Corp	\$42.54	972879	8/21/2018
Sears Holdings Corp	\$121.10	972880	8/21/2018
Sears Holdings Corp	\$44.05	972881	8/21/2018
Sears Holdings Corp	\$202.00	972882	8/21/2018
Sears Holdings Corp	\$72.99	972883	8/21/2018
Sears Holdings Corp	\$29.00	972884	8/21/2018
Sears Holdings Corp	\$150.00	972885	8/21/2018
Sears Holdings Corp	\$150.00	972886	8/21/2018
Sears Holdings Corp	\$40.00	972887	8/21/2018
Sears Holdings Corp	\$98.75	972888	8/21/2018
Sears Holdings Corp	\$92.33	972889	8/21/2018
Sears Holdings Corp	\$150.00	972890	8/21/2018
Sears Holdings Corp	\$42.54	972891	8/21/2018
Sears Holdings Corp	\$68.00	972892	8/21/2018
Sears Holdings Corp	\$45.00	972893	8/21/2018
Sears Holdings Corp	\$290.00	972894	8/21/2018
Sears Holdings Corp	\$150.00	972895	8/21/2018
Sears Holdings Corp	\$300.00	972896	8/21/2018
Sears Holdings Corp	\$96.00	972897	8/21/2018
Sears Holdings Corp	\$150.00	972898	8/21/2018
Sears Holdings Corp	\$82.00	972899	8/21/2018
Sears Holdings Corp	\$87.70	972900	8/21/2018

Sears Holdings Corp	\$59.00	972901	8/21/2018
Sears Holdings Corp	\$137.00	977381	8/21/2018
Sears Holdings Corp	\$90.00	977382	8/21/2018
Sears Holdings Corp	\$180.00	977383	8/21/2018
Sears Holdings Corp	\$180.00	977384	8/21/2018
Sears Holdings Corp	\$180.00	977385	8/21/2018
Sears Holdings Corp	\$220.00	977386	8/21/2018
Sears Holdings Corp	\$137.00	977387	8/21/2018
Sears Holdings Corp	\$115.00	977388	8/21/2018
Sears Holdings Corp	\$220.00	977389	8/21/2018
Sears Holdings Corp	\$180.00	977390	8/21/2018
Sears Holdings Corp	\$231.58	977391	8/21/2018
Sears Holdings Corp	\$150.00	977392	8/21/2018
Sears Holdings Corp	\$83.14	977393	8/21/2018
Sears Holdings Corp	\$137.00	977394	8/21/2018
Sears Holdings Corp	\$55.00	977395	8/21/2018
Sears Holdings Corp	\$180.00	977396	8/21/2018
Sears Holdings Corp	\$54.00	977397	8/21/2018
Sears Holdings Corp	\$152.00	977398	8/21/2018
Sears Holdings Corp	\$54.29	977399	8/21/2018
Sears Holdings Corp	\$54.00	977400	8/21/2018
Sears Holdings Corp	\$112.70	977401	8/21/2018
Sears Holdings Corp	\$27.00	977402	8/21/2018
Sears Holdings Corp	\$152.00	977403	8/21/2018
Sears Holdings Corp	\$43.28	977404	8/21/2018
Sears Holdings Corp	\$55.00	977405	8/21/2018
Sears Holdings Corp	\$220.00	977406	8/21/2018
Sears Holdings Corp	\$55.00	977407	8/21/2018
Sears Holdings Corp	\$180.00	977408	8/21/2018
Sears Holdings Corp	\$440.00	978918	8/21/2018
Sears Holdings Corp	\$234.00	978919	8/21/2018
Sears Holdings Corp	\$110.00	978920	8/21/2018
Sears Holdings Corp	\$123.00	978921	8/21/2018
Sears Holdings Corp	\$81.00	978922	8/21/2018
Sears Holdings Corp	\$123.00	978923	8/21/2018
Sears Holdings Corp	\$81.00	978924	8/21/2018
Sears Holdings Corp	\$44.60	978925	8/21/2018
Sears Holdings Corp	\$81.00	978926	8/21/2018
Sears Holdings Corp	\$102.00	978927	8/21/2018
Sears Holdings Corp	\$72.00	978928	8/21/2018
Sears Holdings Corp	\$123.00	978929	8/21/2018
Sears Holdings Corp	\$206.00	978930	8/21/2018
Sears Holdings Corp	\$91.00	978931	8/21/2018
Sears Holdings Corp	\$234.00	978932	8/21/2018
Sears Holdings Corp	\$72.00	978933	8/21/2018
Sears Holdings Corp	\$123.00	978934	8/21/2018
Sears Holdings Corp	\$72.00	978936	8/21/2018

Sears Holdings Corp	\$146.00	979983	8/22/2018
Sears Holdings Corp	\$75.60	979984	8/22/2018
Sears Holdings Corp	\$225.00	979985	8/22/2018
Sears Holdings Corp	\$225.00	979986	8/22/2018
Sears Holdings Corp	\$45.00	979987	8/22/2018
Sears Holdings Corp	\$230.00	979988	8/22/2018
Sears Holdings Corp	\$273.00	979989	8/22/2018
Sears Holdings Corp	\$274.00	979990	8/22/2018
Sears Holdings Corp	\$225.00	979991	8/22/2018
Sears Holdings Corp	\$172.00	979992	8/22/2018
Sears Holdings Corp	\$225.00	979993	8/22/2018
Sears Holdings Corp	\$345.00	979994	8/22/2018
Sears Holdings Corp	\$230.00	979996	8/22/2018
Sears Holdings Corp	\$180.00	981942	8/22/2018
Sears Holdings Corp	\$27.00	985373	8/22/2018
Sears Holdings Corp	\$115.00	985386	8/22/2018
Sears Holdings Corp	\$137.00	988735	8/22/2018
Sears Holdings Corp	\$8,344.08	983150	8/22/2018
Sears Holdings Corp	\$70.15	3011	8/24/2018
Sears Holdings Corp	\$85.52	23739	8/27/2018
Sears Holdings Corp	\$115.00	23745	8/27/2018
Sears Holdings Corp	\$215.41	23865	8/27/2018
Sears Holdings Corp	\$172.87	23867	8/27/2018
Sears Holdings Corp	\$353.00	36499	8/28/2018
Sears Holdings Corp	\$151.85	37933	8/28/2018
Sears Holdings Corp	\$110.00	60626	8/30/2018
Sears Holdings Corp	\$166.00	60631	8/30/2018
Sears Holdings Corp	\$123.00	69224	8/31/2018
Sears Holdings Corp	\$42.54	131124	9/6/2018
Sears Holdings Corp	\$42.54	166903	9/11/2018
Sears Holdings Corp	\$230.00	169192	9/11/2018
Sears Holdings Corp	\$11,357.22	164266	9/11/2018
Sears Holdings Corp	\$5,025.74	164267	9/11/2018
Sears Holdings Corp	\$11,820.78	174677	9/12/2018
Sears Holdings Corp	\$185.00	189349	9/14/2018
Sears Holdings Corp	\$29.00	219871	9/18/2018
Sears Holdings Corp	\$247.00	236696	9/19/2018
Sears Holdings Corp	\$224.00	247081	9/21/2018
Sears Holdings Corp	\$180.00	249152	9/21/2018
Kmart Holdings Corp	\$2,032.60	674788	7/19/2018
Kmart Holdings Corp	\$54.29	859653	8/9/2018
Kmart Holdings Corp	\$59.60	018627	8/26/2018
Kmart Holdings Corp	\$60.00	023358	8/27/2018
Kmart Holdings Corp	\$4,260.00	060728	8/30/2018
Kmart Holdings Corp	\$4,340.00	060729	8/30/2018
Kmart Holdings Corp	\$2,860.70	060731	8/30/2018
Kmart Holdings Corp	\$520.26	060734	8/30/2018

Kmart Holdings Corp	\$160.08	060735	8/30/2018
Kmart Holdings Corp	\$663.20	069137	8/31/2018
Kmart Holdings Corp	\$506.70	069138	8/31/2018
Kmart Holdings Corp	\$102.00	129196	9/6/2018
Kmart Holdings Corp	\$549.22	170323	9/11/2018
Kmart Holdings Corp	\$1,402.22	170324	9/11/2018
Kmart Holdings Corp	\$645.00	170326	9/11/2018
Kmart Holdings Corp	\$1,118.00	170327	9/11/2018
Kmart Holdings Corp	\$1,376.00	170328	9/11/2018
Kmart Holdings Corp	\$344.00	170329	9/11/2018
Kmart Holdings Corp	\$97.25	190424	9/14/2018
Kmart Holdings Corp	\$38.67	190425	9/14/2018
Kmart Holdings Corp	\$2,174.28	191146	9/14/2018
Kmart Holdings Corp	\$7,151.40	191147	9/14/2018
Kmart Holdings Corp	\$60.00	191212	9/14/2018
Kmart Holdings Corp	\$81.00	191252	9/14/2018
Kmart Holdings Corp	\$90.00	193049	9/14/2018
Kmart Holdings Corp	\$44.00	195920	9/14/2018
Kmart Holdings Corp	\$137.00	195921	9/14/2018
Kmart Holdings Corp	\$30.00	195922	9/14/2018
Kmart Holdings Corp	\$30.00	195923	9/14/2018
Kmart Holdings Corp	\$90.87	195924	9/14/2018
Kmart Holdings Corp	\$83.20	196834	9/14/2018
Kmart Holdings Corp	\$102.00	196835	9/14/2018
Kmart Holdings Corp	\$224.00	199344	9/15/2018
Kmart Holdings Corp	\$45.00	200477	9/16/2018
Kmart Holdings Corp	\$63.60	204078	9/17/2018
Kmart Holdings Corp	\$56.81	205618	9/17/2018
Kmart Holdings Corp	\$43.30	218055	9/18/2018
Kmart Holdings Corp	\$60.00	218064	9/18/2018
Kmart Holdings Corp	\$60.00	218088	9/18/2018
Kmart Holdings Corp	\$60.00	218093	9/18/2018
Kmart Holdings Corp	\$60.00	218095	9/18/2018
Kmart Holdings Corp	\$97.25	219504	9/18/2018
Kmart Holdings Corp	\$290.00	219505	9/18/2018
Kmart Holdings Corp	\$174.30	219506	9/18/2018
Kmart Holdings Corp	\$68.00	219507	9/18/2018
Kmart Holdings Corp	\$38.67	219509	9/18/2018
Kmart Holdings Corp	\$63.60	219511	9/18/2018
Kmart Holdings Corp	\$120.00	219512	9/18/2018
Kmart Holdings Corp	\$117.00	223401	9/18/2018
Kmart Holdings Corp	\$67.98	228650	9/19/2018
Kmart Holdings Corp	\$137.00	228652	9/19/2018
Kmart Holdings Corp	\$180.00	228653	9/19/2018
Kmart Holdings Corp	\$63.00	228654	9/19/2018
Kmart Holdings Corp	\$37.80	228655	9/19/2018
Kmart Holdings Corp	\$68.00	228656	9/19/2018

Kmart Holdings Corp	\$68.00	228657	9/19/2018
Kmart Holdings Corp	\$85.52	232566	9/19/2018
Kmart Holdings Corp	\$129.20	232568	9/19/2018
Kmart Holdings Corp	\$70.00	232569	9/19/2018
Kmart Holdings Corp	\$43.28	232570	9/19/2018
Kmart Holdings Corp	\$231.58	235904	9/19/2018
Kmart Holdings Corp	\$137.00	236649	9/19/2018
Kmart Holdings Corp	\$60.00	237267	9/20/2018
Kmart Holdings Corp	\$61.80	237268	9/20/2018
Kmart Holdings Corp	\$60.00	237269	9/20/2018
Kmart Holdings Corp	\$151.13	238802	9/20/2018
Kmart Holdings Corp	\$230.00	238803	9/20/2018
Kmart Holdings Corp	\$694.90	239681	9/20/2018
Kmart Holdings Corp	\$246.60	239682	9/20/2018
Kmart Holdings Corp	\$5,562.20	239683	9/20/2018
Kmart Holdings Corp	\$261.80	239684	9/20/2018
Kmart Holdings Corp	\$3,496.24	239685	9/20/2018
Kmart Holdings Corp	\$11,283.32	239686	9/20/2018
Kmart Holdings Corp	\$60.00	239750	9/20/2018
Kmart Holdings Corp	\$64.75	239768	9/20/2018
Kmart Holdings Corp	\$128.00	239853	9/20/2018
Kmart Holdings Corp	\$27.00	241419	9/20/2018
Kmart Holdings Corp	\$68.35	241420	9/20/2018
Kmart Holdings Corp	\$44.60	243829	9/20/2018
Kmart Holdings Corp	\$30.00	244275	9/20/2018
Kmart Holdings Corp	\$41.60	245005	9/21/2018
Kmart Holdings Corp	\$33.00	245006	9/21/2018
Kmart Holdings Corp	\$117.00	245007	9/21/2018
Kmart Holdings Corp	\$68.00	245008	9/21/2018
Kmart Holdings Corp	\$27.00	246117	9/21/2018
Kmart Holdings Corp	\$90.00	248965	9/21/2018
Kmart Holdings Corp	\$25.17	248966	9/21/2018
Kmart Holdings Corp	\$224.00	248967	9/21/2018
Kmart Holdings Corp	\$68.35	248968	9/21/2018
Kmart Holdings Corp	\$90.00	251518	9/21/2018
Kmart Holdings Corp	\$81.00	251519	9/21/2018
Kmart Holdings Corp	\$81.00	251520	9/21/2018
Kmart Holdings Corp	\$81.00	251521	9/21/2018
Kmart Holdings Corp	\$81.00	251522	9/21/2018
Kmart Holdings Corp	\$247.00	251523	9/21/2018
Kmart Holdings Corp	\$138.40	252576	9/22/2018
Kmart Holdings Corp	\$174.00	260357	9/24/2018
Kmart Holdings Corp	\$184.00	285714	9/26/2018
Kmart Holdings Corp	\$137.00	299966	9/28/2018
TOTAL	\$137,960.52		

Dorel Juvenile Group, Inc.			
Debtor Entity	Unpaid Invoice Amount	Invoice Number	Invoice Date
Kmart Holdings Corp	\$564.16	5100711	9/5/2018
Kmart Holdings Corp	\$1,094.64	5100713	9/5/2018
Kmart Holdings Corp	\$5,702.78	5110743	9/10/2018
Kmart Holdings Corp	\$5,532.30	5110746	9/10/2018
Kmart Holdings Corp	\$205.00	5110747	9/10/2018
Kmart Holdings Corp	\$1,714.76	5110748	9/10/2018
Kmart Holdings Corp	\$939.04	5110750	9/10/2018
Kmart Holdings Corp	\$2,738.24	5110751	9/10/2018
Kmart Holdings Corp	\$353.76	5110752	9/10/2018
Kmart Holdings Corp	\$9,882.00	5118478	9/13/2018
Kmart Holdings Corp	\$8,434.58	5118481	9/13/2018
Kmart Holdings Corp	\$1,585.26	5118482	9/13/2018
Kmart Holdings Corp	\$1,229.80	5118486	9/13/2018
Kmart Holdings Corp	\$5,238.00	5118633	9/13/2018
Kmart Holdings Corp	\$892.17	5118635	9/13/2018
Kmart Holdings Corp	\$470.44	5118636	9/13/2018
Kmart Holdings Corp	\$5,238.00	5119358	9/13/2018
Kmart Holdings Corp	\$216.00	5119359	9/13/2018
Kmart Holdings Corp	\$436.96	5119360	9/13/2018
Kmart Holdings Corp	\$2,780.64	5119362	9/13/2018
Kmart Holdings Corp	\$612.00	5119363	9/13/2018
Kmart Holdings Corp	\$254.34	5119365	9/13/2018
Kmart Holdings Corp	\$6,575.70	5119366	9/13/2018
Kmart Holdings Corp	\$971.17	5119367	9/13/2018
Kmart Holdings Corp	\$5,411.86	5119368	9/13/2018
Kmart Holdings Corp	\$878.17	5119369	9/13/2018
Kmart Holdings Corp	\$20.48	5119370	9/13/2018
Kmart Holdings Corp	\$194.88	5119371	9/13/2018
Kmart Holdings Corp	\$216.00	5119373	9/13/2018
Kmart Holdings Corp	\$1,095.24	5119375	9/13/2018
Kmart Holdings Corp	\$1,387.00	5119376	9/13/2018
Kmart Holdings Corp	\$13.34	4124778	2/7/2017
Kmart Holdings Corp	\$52.50	4151637	2/24/2017
Kmart Holdings Corp	\$50.80	4243224	4/17/2017
Kmart Holdings Corp	\$77.59	4260395	4/27/2017
Kmart Holdings Corp	\$50.80	4263891	5/1/2017
Kmart Holdings Corp	\$19.31	4312597	6/5/2017
Kmart Holdings Corp	\$61.88	4320886	6/9/2017
Kmart Holdings Corp	\$16.69	4324710	6/13/2017
Kmart Holdings Corp	\$80.56	4325985	6/14/2017
Kmart Holdings Corp	\$32.13	4328167	6/15/2017
Kmart Holdings Corp	\$34.40	4340014	6/26/2017
Kmart Holdings Corp	\$144.34	4352484	7/5/2017
Kmart Holdings Corp	\$21.04	4357294	7/7/2017

Kmart Holdings Corp	\$39.26	4406897	8/11/2017
Kmart Holdings Corp	\$39.26	4415008	8/17/2017
Kmart Holdings Corp	\$52.50	4438561	9/5/2017
Kmart Holdings Corp	\$20.38	4450104	9/12/2017
Kmart Holdings Corp	\$128.49	4464406	9/21/2017
Kmart Holdings Corp	\$61.15	4488535	10/9/2017
Kmart Holdings Corp	\$33.63	4501093	10/16/2017
Kmart Holdings Corp	\$119.12	4519885	10/30/2017
Kmart Holdings Corp	\$20.38	4520289	10/30/2017
Kmart Holdings Corp	\$22.58	4523818	11/1/2017
Kmart Holdings Corp	\$114.53	4530296	11/7/2017
Kmart Holdings Corp	\$32.13	4542879	11/14/2017
Kmart Holdings Corp	\$29.16	4571536	11/28/2017
Kmart Holdings Corp	\$33.63	4579649	11/30/2017
Kmart Holdings Corp	\$43.12	4586271	12/4/2017
Kmart Holdings Corp	\$52.50	4616699	12/15/2017
Kmart Holdings Corp	\$53.58	4626703	12/21/2017
Kmart Holdings Corp	\$158.54	4631751	12/28/2017
Kmart Holdings Corp	\$53.58	4645849	1/9/2018
Kmart Holdings Corp	\$62.00	4650041	1/11/2018
Kmart Holdings Corp	\$61.15	4674664	1/29/2018
Kmart Holdings Corp	\$70.99	4691920	2/7/2018
Kmart Holdings Corp	\$66.62	4696007	2/9/2018
Kmart Holdings Corp	\$23.30	4706500	2/14/2018
Kmart Holdings Corp	\$183.84	4706981	2/15/2018
Kmart Holdings Corp	\$52.50	4718573	2/21/2018
Kmart Holdings Corp	\$22.58	4736363	2/27/2018
Kmart Holdings Corp	\$70.99	4741293	3/1/2018
Kmart Holdings Corp	\$96.50	4744656	3/2/2018
Kmart Holdings Corp	\$48.25	4744657	3/2/2018
Kmart Holdings Corp	\$48.25	4744661	3/2/2018
Kmart Holdings Corp	\$20.02	4747916	3/3/2018
Kmart Holdings Corp	\$209.40	4768745	3/12/2018
Kmart Holdings Corp	\$24.79	4772550	3/13/2018
Kmart Holdings Corp	\$52.50	4788006	3/20/2018
Kmart Holdings Corp	\$70.99	4830570	4/10/2018
Kmart Holdings Corp	\$70.99	4855827	4/24/2018
Kmart Holdings Corp	\$19.24	4862309	4/27/2018
Kmart Holdings Corp	\$20.38	4903947	5/21/2018
Kmart Holdings Corp	\$58.35	4943436	6/12/2018
Kmart Holdings Corp	\$30.35	4945468	6/13/2018
Kmart Holdings Corp	\$52.50	4948837	6/15/2018
Kmart Holdings Corp	\$37.99	4956241	6/20/2018
Kmart Holdings Corp	\$20.38	4967283	6/26/2018
Kmart Holdings Corp	\$22.58	4990193	7/10/2018
Kmart Holdings Corp	\$40.28	4991500	7/11/2018
Kmart Holdings Corp	\$66.62	5030140	7/31/2018

Kmart Holdings Corp	\$62.00	5047881	8/9/2018
Kmart Holdings Corp	\$22.58	5050963	8/11/2018
Kmart Holdings Corp	\$40.28	5102184	9/6/2018
Kmart Holdings Corp	\$40.28	5102405	9/6/2018
Kmart Holdings Corp	\$20.38	5102782	9/6/2018
Kmart Holdings Corp	\$20.38	5114450	9/11/2018
Kmart Holdings Corp	\$140.95	5117169	9/13/2018
Kmart Holdings Corp	\$29.16	5166005	10/4/2018
Kmart Holdings Corp	\$52.50	5166445	10/4/2018
Kmart Holdings Corp	\$133.89	5168209	10/5/2018
Kmart Holdings Corp	\$133.89	5168211	10/5/2018
Kmart Holdings Corp	\$43.09	5168215	10/5/2018
Kmart Holdings Corp	\$69.46	5168217	10/5/2018
Kmart Holdings Corp	\$22.58	5168631	10/5/2018
Kmart Holdings Corp	\$67.44	5168632	10/5/2018
Kmart Holdings Corp	\$22.58	5168634	10/5/2018
Kmart Holdings Corp	\$22.58	5168638	10/5/2018
Kmart Holdings Corp	\$37.47	5168639	10/5/2018
Kmart Holdings Corp	\$80.56	5168640	10/5/2018
Kmart Holdings Corp	\$43.99	5168864	10/5/2018
Kmart Holdings Corp	\$37.99	5168875	10/5/2018
Sears Holdings Corp	\$3,346.68	5088254	8/30/2018
Sears Holdings Corp	\$8,262.00	5100723	9/5/2018
Sears Holdings Corp	\$40.79	5102130	9/6/2018
Sears Holdings Corp	\$7,614.25	5121162	9/18/2018
Sears Holdings Corp	\$5,734.90	5121163	9/18/2018
Sears Holdings Corp	\$20.38	5045033	8/8/2018
Sears Holdings Corp	\$114.53	5045119	8/8/2018
Sears Holdings Corp	\$46.60	5045901	8/8/2018
Sears Holdings Corp	\$45.16	5046134	8/8/2018
Sears Holdings Corp	\$133.89	5047469	8/9/2018
Sears Holdings Corp	\$35.72	5052043	8/13/2018
Sears Holdings Corp	\$17.92	5056115	8/14/2018
Sears Holdings Corp	\$17.92	5056154	8/14/2018
Sears Holdings Corp	\$263.64	5056578	8/14/2018
Sears Holdings Corp	\$77.59	5057330	8/14/2018
Sears Holdings Corp	\$221.18	5058167	8/14/2018
Sears Holdings Corp	\$20.38	5058177	8/14/2018
Sears Holdings Corp	\$30.35	5058550	8/15/2018
Sears Holdings Corp	\$88.50	5059202	8/15/2018
Sears Holdings Corp	\$91.92	5060856	8/16/2018
Sears Holdings Corp	\$115.97	5061424	8/16/2018
Sears Holdings Corp	\$70.99	5061700	8/16/2018
Sears Holdings Corp	\$40.28	5063516	8/17/2018
Sears Holdings Corp	\$133.89	5069921	8/21/2018
Sears Holdings Corp	\$133.89	5069927	8/21/2018
Sears Holdings Corp	\$133.89	5069931	8/21/2018

Sears Holdings Corp	\$48.25	5070192	8/21/2018
Sears Holdings Corp	\$90.86	5070404	8/21/2018
Sears Holdings Corp	\$45.43	5070517	8/21/2018
Sears Holdings Corp	\$141.00	5070518	8/21/2018
Sears Holdings Corp	\$133.24	5070528	8/21/2018
Sears Holdings Corp	\$64.26	5071030	8/21/2018
Sears Holdings Corp	\$19.24	5071051	8/21/2018
Sears Holdings Corp	\$32.13	5071135	8/21/2018
Sears Holdings Corp	\$39.26	5071153	8/21/2018
Sears Holdings Corp	\$37.99	5071179	8/21/2018
Sears Holdings Corp	\$39.26	5071215	8/21/2018
Sears Holdings Corp	\$32.13	5071224	8/21/2018
Sears Holdings Corp	\$40.28	5071246	8/21/2018
Sears Holdings Corp	\$39.26	5071577	8/21/2018
Sears Holdings Corp	\$39.26	5071612	8/21/2018
Sears Holdings Corp	\$69.61	5071634	8/21/2018
Sears Holdings Corp	\$39.26	5071674	8/21/2018
Sears Holdings Corp	\$133.89	5071677	8/21/2018
Sears Holdings Corp	\$32.13	5072083	8/21/2018
Sears Holdings Corp	\$40.28	5072137	8/21/2018
Sears Holdings Corp	\$20.38	5072146	8/21/2018
Sears Holdings Corp	\$85.23	5072168	8/21/2018
Sears Holdings Corp	\$102.96	5072541	8/21/2018
Sears Holdings Corp	\$141.00	5072560	8/21/2018
Sears Holdings Corp	\$39.58	5076730	8/23/2018
Sears Holdings Corp	\$166.62	5166007	10/4/2018
Sears Holdings Corp	\$91.92	5166008	10/4/2018
Sears Holdings Corp	\$88.50	5166009	10/4/2018
Sears Holdings Corp	\$91.92	5166010	10/4/2018
Sears Holdings Corp	\$131.82	5166011	10/4/2018
Sears Holdings Corp	\$141.00	5168210	10/5/2018
Sears Holdings Corp	\$40.76	5168212	10/5/2018
Sears Holdings Corp	\$59.56	5168213	10/5/2018
Sears Holdings Corp	\$94.07	5168214	10/5/2018
Sears Holdings Corp	\$133.89	5168216	10/5/2018
Sears Holdings Corp	\$133.89	5168218	10/5/2018
Sears Holdings Corp	\$59.56	5168219	10/5/2018
Sears Holdings Corp	\$22.58	5168633	10/5/2018
Sears Holdings Corp	\$85.23	5168635	10/5/2018
Sears Holdings Corp	\$22.58	5168636	10/5/2018
Sears Holdings Corp	\$30.35	5168637	10/5/2018
Sears Holdings Corp	\$85.22	5168865	10/5/2018
Sears Holdings Corp	\$32.13	5168866	10/5/2018
Sears Holdings Corp	\$63.98	5168867	10/5/2018
Sears Holdings Corp	\$32.13	5168868	10/5/2018
Sears Holdings Corp	\$85.22	5168869	10/5/2018
Sears Holdings Corp	\$40.28	5168870	10/5/2018

Sears Holdings Corp	\$32.13	5168871	10/5/2018
Sears Holdings Corp	\$37.99	5168872	10/5/2018
Sears Holdings Corp	\$32.13	5168873	10/5/2018
Sears Holdings Corp	\$32.13	5168874	10/5/2018
Sears Holdings Corp	\$765.60	5111278	9/10/2018
Sears Holdings Corp	\$1,020.80	5111279	9/10/2018
Sears Holdings Corp	\$765.60	5111280	9/10/2018
Sears Holdings Corp	\$765.60	5111281	9/10/2018
Sears Holdings Corp	\$765.60	5111282	9/10/2018
Sears Holdings Corp	\$510.40	5111283	9/10/2018
Sears Holdings Corp	\$1,680.00	5112644	9/12/2018
Sears Holdings Corp	\$2,380.00	5112645	9/12/2018
Sears Holdings Corp	\$1,680.00	5112646	9/12/2018
Sears Holdings Corp	\$1,680.00	5112647	9/12/2018
Sears Holdings Corp	\$1,680.00	5112648	9/12/2018
Sears Holdings Corp	\$1,680.00	5112649	9/12/2018
TOTAL	\$123,037.20		
GRAND TOTAL	\$693,957.36		
Sears Total	\$473,091.25		
Kmart Total	\$220,866.11		







Electronic Proof of Claim

Final Audit Report

2019-04-10

Created:	2019-04-10
By:	Sears Claims (searsclaims@primeclerk.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd71kHoNdeHqYvRZSrTRix-oG0L0Lqt5J

"Electronic Proof of Claim" History

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 -  Attachment
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